

# SECURITIES ACCOUNT MANDATE

To: **SHANGHAI COMMERCIAL BANK LIMITED** (the "Bank")  
 SHANGHAI COMMERCIAL BANK TOWER,  
 12 QUEEN'S ROAD CENTRAL, HONG KONG.  
 (CE Number AAJ281)

<b>FOR BANK USE ONLY (MANDATE NO.)</b>

A Registered Institution under the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong)

## ACCOUNT PARTICULARS

(Please put '✓' in  where applicable and cross out the unused space)

<b>Handling Branch Code</b>					
<b>Name</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; padding: 2px;">(In English)</td> <td style="width: 40%; border-bottom: 1px solid black; padding: 2px;">(In Chinese)</td> </tr> </table>	(In English)	(In Chinese)		
(In English)	(In Chinese)				
<b>Securities Account No.</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; padding: 2px;">(New)</td> <td style="width: 40%; border-bottom: 1px solid black; padding: 2px;">(Existing)</td> </tr> </table>	(New)	(Existing)		
(New)	(Existing)				
<b>Account Type</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Joint <input type="checkbox"/> Trust <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company <input type="checkbox"/> Unincorporated Society, Club or Association				
<b>Designated Account(s)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; padding: 2px;">(Hong Kong Dollar)</td> <td style="width: 40%; border-bottom: 1px solid black; padding: 2px;"><input type="checkbox"/> assigned as Master Account</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;">(Foreign Currency)</td> <td style="border-bottom: 1px solid black; padding: 2px;"><input type="checkbox"/> assigned as Master Account</td> </tr> </table>	(Hong Kong Dollar)	<input type="checkbox"/> assigned as Master Account	(Foreign Currency)	<input type="checkbox"/> assigned as Master Account
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(Foreign Currency)	<input type="checkbox"/> assigned as Master Account				

In consideration of the Bank's agreeing to my/our request to (i) open a securities account ("New Securities Account"); or (ii) continue the securities account ("Existing Securities Account") with details specified above:

1. I/We (whose particulars are specified above) hereby undertake and agree to be absolutely bound by this Master Agreement insofar as the same is applicable to the New Securities Account, the Existing Securities Account and/or any other existing bank account(s) or securities account(s) or general service(s) currently maintained or provided by the Bank for me/us (which is/are not specified above).
2. For the avoidance of doubt, I/we hereby agree and acknowledge that any terms and conditions which are currently applicable to the Existing Securities Account shall be deemed replaced and superseded by the Master Agreement.
3. I/We hereby agree and confirm that the Authorized Person(s) / Representative(s) (as such terms are defined in the Master Agreement) together with his/her/their specimen signature(s) and the Agreed Signing Arrangement of the New Securities Account and/or the Existing Securities Account shall be the same as those of the Master Account(s) specified above.
4. I/We acknowledge that it is obligatory for me/us to supply to the Bank all such information required by the Bank and that failure to do so may result in the Bank being unable to open and/or maintain the New Securities Account and/or the Existing Securities Account for me/us. Furthermore, it may be necessary for me/us to supply to the Bank additional information from time to time in connection with the Bank's provision of Services.
5. I/We hereby confirm that all information given by me/us in the Schedule hereto and stated in this Master Agreement is true, complete and correct.
6.  I/We declare that I/we am/are not United States or Canadian person(s) or resident within the meaning ascribed to the term under Regulation S of the U.S. Securities Act (which includes, among other things, any person resident in the United States and any partnership or corporation organized or incorporated under the laws of the United States) or Canadian securities or tax laws.

I/We declare that, should my/our circumstances change so that I/we become a US or Canadian person(s) or resident(s), I/we will advise the Bank promptly of the change in my/our status. I/We understand that I/we may be obliged to sell my/our securities, in which case I/we agree to fully comply with such obligation.

7. (a) I am/We are the person or entity who is ultimately responsible for originating the instructions.    YES    NO  
 If "No", I/we hereby furnish the Bank with the name, identification document number, occupation, address, telephone number, etc. of the person or entity concerned:
 

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- (b) I am/We are the person or entity who stands to gain the commercial/economic benefit of the transaction and/or bear the commercial/economic risk.    YES    NO  
 If "No", I/we hereby furnish the Bank with the name, identification document number, occupation, address, telephone number, etc. of the person or entity concerned:
 

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8. I am/We are employed by a Securities and Futures Commission regulated intermediary to carry on regulated activities as defined in the Securities and Futures Ordinance.    YES    NO

9. I/we hereby agree and acknowledge that:  
*(Only applicable for Unit Trusts, Bond (Primary Offering), Preference Shares (Primary Offering), Certificate of Deposit (Primary Offering), Currency Linked Deposit, Paper Gold, Equity Linked Notes, Equity Linked Investments, Structured Product and FX Accumulators)* The Bank is **NOT** an independent intermediary because: (1) the Bank receives fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to the Bank's distribution of investment products to me/us. For details, I/We should refer to the Bank's disclosure on monetary benefits which the Bank is required to deliver to me/us prior to or at the point of entering into any transaction in investment products; and/or (2) the Bank receives non-monetary benefits from other parties, or has close links or other legal or economic relationships with issuers of products that the Bank may distribute to me/us.  
*(Only applicable for Bond (Secondary Offering), Preference Shares (Secondary Offering) and Certificate of Deposit (Secondary Offering))* The Bank is an independent intermediary because: (1) the Bank does not receive fees, commissions, or any other monetary benefits, provided by any party in relation to the Bank's distribution of any investment product to me/us; and (2) the Bank does not have any close links or other legal or economic relationships with product issuers, or receive any non-monetary benefits from any party, which are likely to impair our independence to favour any particular investment product, any class of investment products or any product issuer.  
*(Only applicable for Equity Linked Notes, Equity Linked Investments and Structured Product)* I/We acknowledge and agree that the Bank acts as an agent for and on my/our behalf in executing order(s) and the Bank has no affiliation with the issuer.  
*(Only applicable for Unit Trusts)* I/We acknowledge and agree that the Bank acts as an agent for and on my/our behalf in executing order(s). In case Wells Fargo Asset Management is the product issuer/fund management company, I/we acknowledge that Wells Fargo Asset Management and Wells Fargo Bank, National Association are affiliated companies, and Wells Fargo Bank, National Association is one of the shareholders of the Bank. In other cases, I/we acknowledge that the Bank has no affiliation with other product issuers/fund management companies.  
*(Only applicable for Bond, Preference Shares, Currency Linked Deposit, Paper Gold and FX Accumulators)* I/We acknowledge and agree that the Bank acts as a principal in executing order(s) and the Bank has no affiliation with the issuer.

(Only applicable for Certificate of Deposit) I/We acknowledge and agree that the Bank acts as a principal in executing order(s). I/We acknowledge that the Bank and Bank of Shanghai (Hong Kong) Limited are related companies. In other cases, I/We acknowledge that the Bank has no affiliation with other product issuers.

10. I/We hereby acknowledge receipt of a full set of the Master Agreement.  
11. Unless otherwise defined, terms used herein shall bear the same meanings as defined in Part 1 (General Terms and Conditions) of the Terms and Conditions of this Master Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_.

(\* Delete as inapplicable)

**Declaration and Execution by the Customer**

I/We acknowledge and confirm that (Note<sup>2</sup>):

- ♦ the Bank's staff have provided and highlighted to me/us the risk disclosure statements set out in Part 7 (Risk Disclosure Statements) of the Terms and Conditions of the Master Agreement in English or Chinese (and as the case may be), being the language of my/our choice; and
- ♦ the Bank's staff have invited me/us to read the said risk disclosure statements, to ask questions and take independent professional advice if I/we so wish.

**SIGNED by or on behalf of the Customer**

\_\_\_\_\_

Client Signature / Authorized Signature\*

Name: I.D. No.: Title:

\_\_\_\_\_

Client Signature / Authorized Signature\*

Name: I.D. No.: Title:

\_\_\_\_\_

Client Signature / Authorized Signature\*

Name: I.D. No.: Title:

\_\_\_\_\_

Client Signature / Authorized Signature\*

Name: I.D. No.: Title:

**Declaration by the staff of Shanghai Commercial Bank Limited**

I declare that:

- ♦ the risk disclosure statements set out in Part 7 (Risk Disclosure Statements) of the Terms and Conditions of the Master Agreement have been provided to the Customer in English or Chinese (as the case may be), being the language of the Customer's choice; and
- ♦ I have invited the Customer to read the said risk disclosure statements, ask questions and take independent professional advice if the Customer so wishes.

\_\_\_\_\_  
Name (in block letters):  
HKMA Registration No.:  
E/S Number:

Date:

**Schedule 1  
Other Instructions**

(Please put '✓' in  where applicable)

**1. Consent to Provide Deposit Information**

- I/We hereby consent that the Bank's staff in the designated investment or wealth management service areas can access and utilize my/our deposit information for providing investment and wealth management services to me/us. Such consent shall be applicable to all of my/our securities accounts held or to be held with the Bank.

\_\_\_\_\_

Client Signature / Authorized Signature\*

Name:

\_\_\_\_\_

Client Signature / Authorized Signature\*

Name:

- I/We DO NOT consent to the access and utilization of my/our deposit information by the Bank's staff in the designated investment or wealth management service areas. Such refusal shall be applicable to all of my/our securities accounts held or to be held with the Bank.

**2. Permanent Election for Receipt of Dividends**

Until further notice in writing, I/we hereby instruct the Bank to collect all dividends in respect of all shares held by the Bank for my/our account as follows:  in CASH  in SCRIP

**3. Application for Personal Identification Number for the Phone-in Trading Service and Login Password for the Internet Stock Trading Service**

For Phone-in Trading Service:

- I/We hereby request and instruct the Bank to issue me/us a Personal Identification Number (PIN) and acknowledge receipt of the PIN advice (Serial Number: \_\_\_\_\_) for Phone-in Stock Trading service.

For Internet Stock Trading Service:

- I/We hereby request and instruct the Bank to issue me/us a login password for using the Internet Stock Trading Service.

**4. Real Time Quote (Teletext) Service**

I/We wish to subscribe for Real Time Quote (Teletext) Service provided by the Bank's agent with effect from \_\_\_\_\_. Please debit my/our Hong Kong Dollar Designated Account with the monthly subscription fee.

**(IMPORTANT: If customer wants to terminate Real Time Quote (Teletext) Service, he must notify the Bank before 21st of each month. Otherwise next month's subscription fee will be charged)**

I/We DO NOT wish to subscribe for Real Time Quote (Teletext) Service.

**5. SMS Notification Service**

I/We wish to subscribe for the SMS Notification Service and confirm that I/we have read and understood the enclosed terms and conditions of SMS Notification Service and agree to be bound by them. Please send the SMS to my/ our / authorized order placer\* 's local mobile phone number (Note<sup>3</sup>): \_\_\_\_\_

Language selected:  Traditional Chinese  English

**6. Election for Receipt of Corporate Communications for Securities Held**

I/We wish to receive Corporate Communications for Securities that the Bank is holding on my/our behalf in the CCASS Depository. The Bank is hereby authorized to disclose my/our name(s) and correspondence address to the Hong Kong Securities Clearing Co. Ltd. and/or relevant registrars of the listed securities. I/We undertake to advise the Bank immediately of any change of such particulars and acknowledge that the Bank's sole duty in this respect is to dispatch my/our name(s) and correspondence address to the aforesaid entities.

I/We hereby undertake to notify the Bank immediately regarding any document(s) under the circumstances that I/we receive the documents relevant to Annual General Meetings or corporate actions that require my/our response and I/we opt to make such response.

I/We DO NOT wish to receive Corporate Communications for Securities.

<sup>1</sup> Master account must be either HK dollar Designated Account or Foreign Currency Designated Account.

<sup>2</sup> All Customers (including all joint Customers / all Partners) must sign. For corporate customers, this Securities Account Mandate must be signed by the authorized signatory(s).

<sup>3</sup> Please note that the registration of the local mobile phone number for the SMS Notification Service is limited to one valid local mobile phone number for each securities account (including joint account), which can be that of any one of the account holders or the authorized order placer(s).

**For Office Use Only**

(Online Application No. \_\_\_\_\_)

<b>DOCUMENTS TO BE DELIVERED TO CUSTOMER</b>	<b>DELIVERED</b>
Photocopies of signed Securities Account Mandate	
Terms and Conditions for Securities Services	
Circular to Customers relating to the Personal Data (Privacy) Ordinance	
Service Charges for Securities Services	
Other(s) :	

Referee :		Relationship with the Applicant(s) :	
Additional Information (Please report any relevant information) :			
Prepared	Signature Verified by	Officer (HKMA Reg. No: _____ )	Manager (HKMA Reg. No: _____ )
			Special Account
			<input type="checkbox"/> Employee <input type="checkbox"/> Retired Employee <input type="checkbox"/> Relevant Individual
			<input type="checkbox"/> Professional Investor <input type="checkbox"/> Discretionary